

HURRELL CANTRALL LLP  
 725 S. FIGUEROA STREET, SUITE 3800  
 LOS ANGELES, CALIFORNIA 90017  
 TELEPHONE (213) 426-2000

1 Thomas C. Hurrell, State Bar No. 119876  
 E-Mail: [thurrell@hurrellcantrall.com](mailto:thurrell@hurrellcantrall.com)  
 2 Roy Garcia, State Bar No. 302703  
 E-Mail: [rgarcia@hurrellcantrall.com](mailto:rgarcia@hurrellcantrall.com)  
 3 HURRELL CANTRALL LLP  
 725 S. Figueroa Street, Suite 3800  
 4 Los Angeles, California 90017  
 Telephone: (213) 426-2000  
 5 Facsimile: (213) 426-2020

6 Attorneys for Defendants COUNTY OF LOS ANGELES, LOS ANGELES  
 COUNTY SHERIFF'S DEPARTMENT, and DEPUTY YEN LIU  
 7

8 **UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**  
 10

11 ADRIAN ABELAR,  
 12 Plaintiff,  
 13 v.

14 COUNTY OF LOS ANGELES, LOS  
 ANGELES COUNTY SHERIFF'S  
 15 DEPARTMENT, DEPUTY YEN LIU,  
 individually and as a peace officer,  
 16 DOES 1-10,  
 17 Defendants.

Case No. 2:23-cv-01606-RGK (MRWx)

**~~PROPOSED~~ STIPULATED  
 PROTECTIVE ORDER**

[Assigned to Hon. R. Gary Klausner –  
 Courtroom 850]

18  
 19 **I. PURPOSES AND LIMITATIONS**

20 As the parties have represented that discovery in this action is likely to involve  
 21 production of confidential or private information for which special protection from  
 22 public disclosure and from use for any purpose other than prosecuting this litigation  
 23 may be warranted, this Court enters the following Protective Order. This Order does  
 24 not confer blanket protections on all disclosures or responses to discovery. The  
 25 protection it affords from public disclosure and use extends only to the limited  
 26 information or items that are entitled to confidential treatment under the applicable  
 27 legal principles. Further, as set forth in Section 13.3, below, this Protective Order  
 28 does not entitle the parties to file confidential information under seal. Rather, when

1 the parties seek permission from the court to file material under seal, the parties must  
2 comply with Civil Local Rule 79-5 and with any pertinent orders of District Judge R.  
3 Gary Klausner and Magistrate Judge Michael R. Wilner.

4 If any material disclosed or obtained in the course of the instant litigation is  
5 intended to be used for any purpose other than prosecuting this litigation, the party  
6 seeking public disclosure or dissemination of such materials must first seek approval  
7 from the Court.

## 8 **II. GOOD CAUSE STATEMENT**

9 This action is likely to involve confidential information pertaining to personnel  
10 records and other materials subject to privacy protections for which special protection  
11 from public disclosure and from use for any purpose other than prosecution of this  
12 action is warranted. Limiting disclosure of these documents to the context of this  
13 litigation as provided herein will, accordingly, further important law enforcement  
14 objectives and interests, including the safety of personnel and the public, as well as  
15 individual privacy rights of plaintiff, the individual defendants, and third parties. Such  
16 confidential materials and information consist of, among other things, materials  
17 entitled to privileges and/or protections under the following: United States  
18 Constitution; the California Constitution, Article I, Section 1; California *Penal Code*  
19 §§ 832.5, 832.7 and 832.8; California *Evidence Code* §§ 1040 and 1043 et. seq; the  
20 Privacy Act of 1974, 5 U.S.C. § 552; Health Insurance Portability and Accountability  
21 Act of 1996 (HIPPA); the right to privacy; decisional law relating to such provisions;  
22 and information otherwise generally unavailable to the public, or which may be  
23 privileged or otherwise protected from disclosure under state or federal statutes, court  
24 rules, case decisions, or common law. Defendants also contend that such confidential  
25 materials and information consist of materials entitled to the Official Information  
26 Privilege.

27 Confidential information with respect to the Defendants may include, but is not  
28 limited to: personnel files; internal investigative files and documents; email and

1 written correspondence records; and policies and procedures that are kept from the  
2 public in the ordinary course of business, as well as other information that is not  
3 generally available to the public and is subject to the Official Information Privilege  
4 and other privileges.

5       Testimony taken at a deposition may be designated as Confidential by making  
6 a statement to that effect on the record at the deposition. Arrangements shall be made  
7 with the court reporter transcribing the deposition to separately bind such portions of  
8 the transcript containing information designated as Confidential, and to label such  
9 portions appropriately. Photographs, video or audio footage obtained through the  
10 course of discovery or otherwise may not be used for any purpose other than litigating  
11 this lawsuit. The parties agree to refrain from directly or indirectly disclosing or  
12 publicly disseminating deposition testimony, and/or photographs, video or audio  
13 footage obtained through the course of discovery or otherwise, specifically including,  
14 but not limited to, dissemination via billboard advertisements, print and online media  
15 organizations, or any other internet posting or social media. If any party intends to use  
16 such materials for any purpose other than litigating this lawsuit, the party seeking  
17 public disclosure must first seek approval from the Court.

18       In light of the nature of the claims and allegations in this case and the parties'  
19 representations that discovery in this case will involve the production of confidential  
20 records, and in order to expedite the flow of information, to facilitate the prompt  
21 resolution of disputes over confidentiality of discovery materials, to adequately  
22 protect information the parties are entitled to keep confidential, to ensure that the  
23 parties are permitted reasonable necessary uses of such material in connection with  
24 this action, to address their handling of such material at the end of the litigation, and  
25 to serve the ends of justice, a protective order for such information is justified in this  
26 matter. The parties shall not designate any information/documents as confidential  
27 without a good faith belief that such information/documents have been maintained in  
28 a confidential, non-public manner, and that there is good cause or a compelling reason

1 why it should not be part of the public record of this case.

## 2 **III. DEFINITIONS**

3 3.1. Action: The instant action: *Adrian Abelar v. County of Los Angeles, et*  
 4 *al., Case No. 2:23-cv-01606-RGK (MRWx).*

5 3.2. Challenging Party: a Party or Non-Party that challenges the  
 6 designation of information or items under this Order.

7 3.3. “CONFIDENTIAL” Information or Items: information (regardless of  
 8 how it is generated, stored or maintained) or tangible things that qualify for protection  
 9 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
 10 Cause Statement.

11 3.4. Counsel: Outside Counsel of Record and House Counsel (as well as their  
 12 support staff).

13 3.5. Designating Party: a Party or Non-Party that designates information or  
 14 items that it produces in disclosures or in responses to discovery as  
 15 “CONFIDENTIAL.”

16 3.6. Disclosure or Discovery Material: all items or information, regardless  
 17 of the medium or manner in which it is generated, stored, or maintained (including,  
 18 among other things, testimony, transcripts, and tangible things), that are produced or  
 19 generated in disclosures or responses to discovery in this matter.

20 3.7. Expert: a person with specialized knowledge or experience in a matter  
 21 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
 22 an expert witness or as a consultant in this Action.

23 3.8. House Counsel: attorneys who are employees of a party to this Action.  
 24 House Counsel does not include Outside Counsel of Record or any other outside  
 25 counsel.

26 3.9. Non-Party: any natural person, partnership, corporation, association, or  
 27 other legal entity not named as a Party to this action.

28 3.10. Outside Counsel of Record: attorneys who are not employees of a party

1 to this Action but are retained to represent or advise a party to this Action and have  
 2 appeared in this Action on behalf of that party or are affiliated with a law firm which  
 3 has appeared on behalf of that party, and includes support staff.

4 3.11. Party: any party to this Action, including all of its officers, directors,  
 5 employees, consultants, retained experts, and Outside Counsel of Record (and their  
 6 support staffs).

7 3.12. Producing Party: a Party or Non-Party that produces Disclosure or  
 8 Discovery Material in this Action.

9 3.13. Professional Vendors: persons or entities that provide litigation support  
 10 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 11 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
 12 and their employees and subcontractors.

13 3.14. Protected Material: any Disclosure or Discovery Material that is  
 14 designated as “CONFIDENTIAL.”

15 3.15. Receiving Party: a Party that receives Disclosure or Discovery Material  
 16 from a Producing Party.

#### 17 **IV. SCOPE**

18 The protections conferred by this Order cover not only Protected Material (as  
 19 defined above), but also (1) any information copied or extracted from Protected  
 20 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
 21 and (3) any deposition testimony, conversations, or presentations by Parties or their  
 22 Counsel that might reveal Protected Material, other than during a court hearing or at  
 23 trial.

24 Any use of Protected Material during a court hearing or at trial shall be  
 25 governed by the orders of the presiding judge. This Order does not govern the use of  
 26 Protected Material during a court hearing or at trial.

#### 27 **V. DURATION**

28 Even after final disposition of this litigation, the confidentiality obligations

1 imposed by this Order shall remain in effect until a Designating Party agrees  
2 otherwise in writing or a court order otherwise directs. Final disposition shall be  
3 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
4 or without prejudice; and (2) final judgment herein after the completion and  
5 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
6 including the time limits for filing any motions or applications for extension of time  
7 pursuant to applicable law.

8 **VI. DESIGNATING PROTECTED MATERIAL**

9 6.1 Exercise of Restraint and Care in Designating Material for Protection.

10 Each Party or Non-Party that designates information or items for protection under this  
11 Order must take care to limit any such designation to specific material that qualifies  
12 under the appropriate standards. The Designating Party must designate for protection  
13 only those parts of material, documents, items, or oral or written communications that  
14 qualify so that other portions of the material, documents, items, or communications  
15 for which protection is not warranted are not swept unjustifiably within the ambit of  
16 this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations  
18 that are shown to be clearly unjustified or that have been made for an improper  
19 purpose (e.g., to unnecessarily encumber the case development process or to impose  
20 unnecessary expenses and burdens on other parties) may expose the Designating Party  
21 to sanctions.

22 If it comes to a Designating Party's attention that information or items that it  
23 designated for protection do not qualify for protection, that Designating Party must  
24 promptly notify all other Parties that it is withdrawing the inapplicable designation.

25 6.2 Manner and Timing of Designations. Except as otherwise provided in  
26 this Order (see, e.g., second paragraph of Section 6.2(a) below), or as otherwise  
27 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
28 under this Order must be clearly so designated before the material is disclosed or



1 produced.

2 Designation in conformity with this Order requires:

3 (a) for information in documentary form (e.g., paper or electronic documents,  
4 but excluding transcripts of depositions), that the Producing Party affix at a minimum,  
5 the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each  
6 page that contains protected material. If only a portion or portions of the material on  
7 a page qualifies for protection, the Producing Party also must clearly identify the  
8 protected portion(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection  
10 need not designate them for protection until after the inspecting Party has indicated  
11 which documents it would like copied and produced. During the inspection and before  
12 the designation, all of the material made available for inspection shall be deemed  
13 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
14 copied and produced, the Producing Party must determine which documents, or  
15 portions thereof, qualify for protection under this Order. Then, before producing the  
16 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
17 to each page that contains Protected Material. If only a portion or portions of the  
18 material on a page qualifies for protection, the Producing Party also must clearly  
19 identify the protected portion(s) (e.g., by making appropriate markings in the  
20 margins).

21 These procedures shall not serve to make confidential any documents which  
22 have been designated as non-confidential and available for public inspection pursuant  
23 to the California Public Records Act under Penal Code section 832.7, subdivision (b),  
24 and such documents shall not be entitled to any protections under this Order.

25 (b) for testimony given in depositions that the Designating Party identifies on  
26 the record, before the close of the deposition as protected testimony. Photographs,  
27 video or audio footage taken at a deposition may not be used for any purpose other  
28 than litigating this lawsuit. The parties agree to refrain from directly or indirectly

disclosing or publicly disseminating deposition testimony, and/or photographs, video or audio footage obtained through the course of discovery or otherwise, specifically including, but not limited to, print and online media organizations, or any other internet posting or social media. If any party intends to use such materials for any purpose other than litigating this lawsuit, the party seeking public disclosure must first seek approval from the Court.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

7.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived



or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

#### **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 14 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors

to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” attached as Exhibit A, unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
 PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order unless prohibited by law;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued

1 by the Designating Party whose Protected Material may be affected.

2 If the Designating Party timely seeks a protective order, the Party served with  
 3 the subpoena or court order shall not produce any information designated in this action  
 4 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
 5 or order issued, unless the Party has obtained the Designating Party’s permission, or  
 6 unless otherwise required by the law or court order. The Designating Party shall bear  
 7 the burden and expense of seeking protection in that court of its confidential material  
 8 and nothing in these provisions should be construed as authorizing or encouraging a  
 9 Receiving Party in this Action to disobey a lawful directive from another court.

10 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
 11 **PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a Non-  
 13 Party in this Action and designated as “CONFIDENTIAL.” Such information  
 14 produced by Non-Parties in connection with this litigation is protected by the  
 15 remedies and relief provided by this Order. Nothing in these provisions should be  
 16 construed as prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to produce  
 18 a Non-Party’s confidential information in its possession, and the Party is subject to an  
 19 agreement with the Non-Party not to produce the Non-Party’s confidential  
 20 information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-Party that  
 22 some or all of the information requested is subject to a confidentiality agreement with  
 23 a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Protective Order in this  
 25 Action, the relevant discovery request(s), and a reasonably specific description of the  
 26 information requested; and

27 (3) make the information requested available for inspection by the Non-Party,  
 28 if requested.

(c) If a Non-Party represented by counsel fails to commence the process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and accompanying information or fails contemporaneously to notify the Receiving Party that it has done so, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If an unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court unless otherwise required by the law or court order. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

**XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

**XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior  
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
3 parties reach an agreement on the effect of disclosure of a communication or  
4 information covered by the attorney-client privilege or work product protection, the  
5 parties may incorporate their agreement into this Protective Order.

6 **XIII. MISCELLANEOUS**

7 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
8 person to seek its modification by the Court in the future.

9 13.2 Right to Assert Other Objections. No Party waives any right it otherwise  
10 would have to object to disclosing or producing any information or item on any  
11 ground not addressed in this Protective Order. Similarly, no Party waives any right  
12 to object on any ground to use in evidence of any of the material covered by this  
13 Protective Order.

14 13.3 Filing Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
16 orders of the assigned District Judge and Magistrate Judge. If a Party's request to file  
17 Protected Material under seal is denied by the court, then the Receiving Party may  
18 file the information in the public record unless otherwise instructed by the court.

19 **XIV. FINAL DISPOSITION**

20 After the final disposition of this Action, as defined in Section 5, within 60 days  
21 of a written request by the Designating Party, each Receiving Party must return all  
22 Protected Material to the Producing Party or destroy such material. As used in this  
23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
24 summaries, and any other format reproducing or capturing any of the Protected  
25 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
26 must submit a written certification to the Producing Party (and, if not the same person  
27 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
28 category, where appropriate) all the Protected Material that was returned or destroyed

HURRELL CANTRALL LLP  
 725 S. FIGUEROA STREET, SUITE 3800  
 LOS ANGELES, CALIFORNIA 90017  
 TELEPHONE (213) 426-2000

1 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
 2 compilations, summaries or any other format reproducing or capturing any of the  
 3 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
 4 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
 5 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
 6 reports, attorney work product, and consultant and expert work product, even if such  
 7 materials contain Protected Material. Any such archival copies that contain or  
 8 constitute Protected Material remain subject to this Protective Order as set forth in  
 9 Section 5.

#### 10 **XV. VIOLATION**

11 Any violation of this Order may be punished by any and all appropriate  
 12 measures including, without limitation, contempt proceedings and/or monetary  
 13 sanctions.

14  
 15 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

16  
 17 DATED: July 21, 2023

THE BECK LAW FIRM

18  
 19  
 20 By: /s/ Thomas E. Beck

21 THOMAS E. BECK

22 Attorneys for Plaintiff Adrian Abelar  
 23  
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 25  
 26  
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 28



HURRELL CANTRALL LLP  
725 S. FIGUEROA STREET, SUITE 3800  
LOS ANGELES, CALIFORNIA 90017  
TELEPHONE (213) 426-2000

1 DATED: July 21, 2023

HURRELL CANTRALL LLP

2  
3  
4 By: /s/ Roy Garcia

5 THOMAS C. HURRELL

6 ROY GARCIA

7 Attorneys for Defendants COUNTY OF  
8 LOS ANGELES, LOS ANGELES  
COUNTY SHERIFF'S DEPARTMENT,  
and DEPUTY YEN LIU

9 Pursuant to Local Rule 5-4.3.4(a)(2)(i), as the filer herein, I, Roy Garcia, attest that  
10 all of the signatories listed in this filing, and on whose behalf the filing is submitted,  
concur in the filing's content and authorize their signature be added to this document.

11 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

12  
13 DATED: 7/21/2023

14  
15   
16 Honorable Michael R. Wilner  
17 United States Magistrate Judge

HURRELL CANTRALL LLP  
725 S. FIGUEROA STREET, SUITE 3800  
LOS ANGELES, CALIFORNIA 90017  
TELEPHONE (213) 426-2000

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Protective Order that was issued by the  
United States District Court for the Central District of California on  
\_\_\_\_\_ in the case of *Adrian Abelar v. County of Los Angeles,*  
*et al., Case No. 2:23-cv-01606-RGK (MRWx).* I agree to comply with and to be bound  
by all the terms of this Protective Order and I understand and acknowledge that failure  
to so comply could expose me to sanctions and punishment in the nature of contempt.  
I solemnly promise that I will not disclose in any manner any information or item that  
is subject to this Protective Order to any person or entity except in strict compliance  
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Protective Order, even if such enforcement proceedings occur after termination of this  
action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City \_\_\_\_\_ and \_\_\_\_\_ State \_\_\_\_\_ where \_\_\_\_\_ sworn \_\_\_\_\_ and \_\_\_\_\_ signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_